2018 HARRIS TEETER & SPRITE BASKETBALL SWEEPSTAKES OFFICIAL RULES

NO PURCHASE, PAYMENT OR SUBMISSION TO A SALES PROMOTION IS REQUIRED TO ENTER OR WIN. A PURCHASE, PAYMENT OR SUBMISSION TO A SALES PROMOTION WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

- 1. INTRODUCTION: The 2018 Harris Teeter & Sprite Basketball Sweepstakes (the "Sweepstakes") is a sweepstakes sponsored by CCBCC Operations, LLC, with its principal place of business located at 4100 Coca-Cola Plaza, Charlotte, NC 28211 ("Sponsor"). Sponsor is responsible for providing the prizes for the Sweepstakes. Your participation in the Sweepstakes means that you unconditionally agree to these Official Rules and all decisions by Sponsor, which are final and binding in all matters related to the Sweepstakes. To win the prize, you must comply with all facets of the Official Rules and all decisions by Sponsor.
- 2. ELIGIBILITY: The Sweepstakes is open only to those persons (i) who are legal residents of States of North Carolina or South Carolina (the "Eligibility Area"), and (ii) who are 18 years of age or older at the time of entry. Do not enter the Sweepstakes if your state of residence, age or any other rule or law prohibits or restricts you from entering or participating in the Sweepstakes, or prohibits, restricts or limits the award of the prize. You must be able to accept the award of the prize without rules or restrictions imposed by the jurisdiction in which you live. Employees, agents, officers, directors, members, managers and owners of The Coca-Cola Company, Sponsor, other Coca-Cola bottlers, Harris Teeter, LLC., Hornets Basketball, LLC, the National Basketball Association and its member teams, NBA Properties, Inc., NBA Media Ventures, LLC and each of their respective parents, affiliates, subsidiaries, owners, members, directors, managers, officers, agents, employees, judges, advertising and promotion agencies, prize providers and anyone involved in the development or execution of the Sweepstakes (collectively, the "Promotion Entities"), as well as their immediate family (spouse, parents, children, siblings and the "steps" of each, and their respective spouses, regardless of where they live) and household members, whether or not related, are not eligible. All federal, state and local laws, rules and regulations apply. Entrants and entries are subject to all local rules. Void outside of the Eligibility Area and where prohibited or restricted by law and where bonding, registration or other requirements would be required but have not yet been met or where the methods of entry set forth below would be deemed consideration.
- **3. ENTRY PERIOD:** The Sweepstakes begins on January 3, 2018 at 12:00 a.m. Eastern Time ("**ET**"), and ends on February 27, 2018 at 11:59 p.m. ET (the "**Entry Period**").

Entry Period	Begins at 12:00 a.m. ET on:	Ends at 11:59 p.m. ET on:	Mailed-In Entries Must be Postmarked By:	Mailed-In Entries Must be Received By:	Approx. Drawing Date:
	1/3/18	2/27/18	2/27/18	3/8/18	3/10/18

Sponsor's designated computer is the official time-keeping device for this Sweepstakes.

- **4. HOW TO ENTER:** You must be a Harris Teeter **VIC cardholder** in order to participate in this Sweepstakes through the automatic purchase method of entry. VIC cards can be obtained upon application at all participating Harris Teeter, LLC stores and are free of charge. VIC Cards that are stolen, fraudulent, tampered with or otherwise altered are not eligible for use in the Sweepstakes. There are two (2) ways to enter the Sweepstakes:
 - a) Method One- Make a Purchase at a Participating Harris Teeter Using Your VIC Card: During the Entry Period, visit any participating Harris Teeter, LLC store in North Carolina or South Carolina and make a purchase of any size using your VIC card. For each check-out transaction that includes a purchase of one or more items using your VIC card, you automatically will receive one (1) entry into the drawing for the Sweepstakes, subject to a maximum of seven (7) entries per person, per day.
 - b) Method Two- Free Alternative Mail-In Method of Entry: During the Entry Period, to enter without making a purchase, hand print your full name, street address (no P.O. Boxes), day/evening/cellular phone number (if any), email address, full 11-digit VIC card number (if you are a VIC cardholder), and age on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "2018 Harris Teeter & Sprite Basketball Sweepstakes Sweeps Entry," c/o Harris Teeter, LLC., P.O. Box 10100, Matthews, NC 28106. All mail-in entries must be postmarked by 2/27/18 and received by 3/8/18. No purchase, or possession or use of a VIC card is necessary to enter by mail. For each valid mail-in entry received, you will receive one (1) entry into the drawing for the Sweepstakes. Limit: one (1) entry per stamped outer envelope received. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due mail-in entries, all of which will be disqualified. Mail-in entries must be legibly hand-written. Mechanical reproductions will not be accepted. Mail-in entries received without a verifiable and legible return address will be deemed incomplete, invalid entries.

Entry Limit: Entrants may receive a maximum of seven (7) entries into the Sweepstakes per person, per day during the Entry Period regardless of the entry method or combination of entry methods used. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, or any other methods will void that entrant's entries and that entrant may be disqualified from the Sweepstakes. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by that entrant. In the event of a dispute as to any entry associated with a VIC card, the authorized account holder of the email address associated with the VIC card used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holders.

5. DRAWINGS; ODDS OF WINNING: On or about March 10, 2018, Sponsor or its designated administrator will select the names of the potential winners in a random drawing from among all

eligible entries received The potential winners will be notified by email, mail or phone. The odds of winning a prize depend on the number of eligible entries received.

6. REQUIREMENTS OF POTENTIAL WINNERS: Potential winners must comply with the Official Rules. Winning is contingent upon fulfilling all requirements. Each potential winner will be required to provide the Sponsor or its designated administrator a mailing address (no P.O. Boxes) for prize fulfillment purposes within the time frame specified in the winner notification, in order to claim his/her prize and to fulfill any such other requirements as determined by Sponsor or its designated administrator. In the event that any potential winner of a prize cannot be contacted, forfeits the prize, or is disqualified for any reason, if time permits, Sponsor or its administrator will select a substitute potential winner in a random drawing from among all remaining eligible entries, and may repeat this process as appropriate up to 2 times. If the substitute potential winners are disqualified, forfeit the prize or cannot be contacted, the applicable prize will not be awarded. Prizes will be delivered to the address associated with the winner's VIC card or mail-in entry, as applicable, approximately 8 to 10 weeks after the conclusion of the applicable drawing.

7. PRIZES:

The following prizes are available to be won in the Sweepstakes:

<u>6 JERSEY PRIZES</u>: An autographed "Kemba Walker" jersey. Approximate Retail Value ("**ARV**"): \$110;

6 BASKETBALL PRIZES: An autographed "Kemba Walker" basketball. ARV: \$35;

<u>20 SPRITE ZONE TICKET PACK PRIZES</u>: A prize pack of four (4) Sprite Zone tickets to a Charlotte Hornets home game (date and seating determined by Sponsor in its sole discretion). ARV: \$77.

Sponsor is not responsible if any scheduled event is delayed, postponed or cancelled for any reason and winner will not be reimbursed for tickets. Tickets may be subject to issuer's standard rain-check policies and procedures. All expenses, travel, and other costs not expressly stated in the package description above are the sole responsibility of winner. Restrictions, conditions and limitations may apply. Lost, mutilated, or stolen tickets, passes, vouchers or certificates will not be replaced. By accepting ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket. Sponsor is not responsible if winner does not use ticket on day of event. Sizes, styles, and colors of prizes determined by Sponsor in its sole discretion. Autographs and their placement are determined by Sponsor in its sole discretion. No substitution, exchange or transfer of prize by any winner. All prizes are subject to availability and Sponsor reserves the right to substitute any prize for one of equal or greater retail value. Each winner is responsible for all taxes and fees associated with prize receipt and/or use. Limit: one (1) prize per person.

8. PUBLICITY: Except where prohibited, participation in the Sweepstakes constitutes entrant's consent for Sponsor and its designees to use entrant's name, likeness, prize information, city and state of residence, video, voice, any comments, testimonials or other feedback related to prize or Sweepstakes experience, whether written or oral, for promotional purposes in any media without further consideration.

- 9. GENERAL CONDITIONS: In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Sweepstakes and award the prizes in a random drawing from among all eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it suspects to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 10. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Sponsor and any administrator designated by Sponsor, warrants that he/she is eligible to participate in the Sweepstakes and agrees to release, discharge, hold harmless and indemnify Coca-Cola Bottling Co. Consolidated, CCBCC Operations, LLC, The Coca-Cola Company, Coca-Cola bottlers, Harris Teeter, LLC., Hornets Basketball, LLC, the National Basketball Association and its member teams, and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the officers, directors and employees of each (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or the award, receipt or use of any prize, including, but not limited to, claims arising from: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration or advertising of the Sweepstakes or the processing of entries; (e) late, lost, or undeliverable mail; (f) publicity rights, copyright, trademark, defamation or invasion of privacy; and (g) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, by entrant's participation in the Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes and in no event shall the Released Parties be liable for attorney's fees. If, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry, if it is possible to replace. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth herein to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATED TO THE

SWEEPSTAKES. EVERYTHING SET FORTH HEREIN IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. WINNERS AGREE THAT ALL PRIZES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY **ADDITIONAL** EXPENSES. OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY.

- 11. DISPUTES: Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved exclusively by the United States District Court for the Western District of North Carolina (Charlotte Division) or the appropriate North Carolina state court located in Mecklenburg County, North Carolina; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Sweepstakes, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules (whether of the State of North Carolina or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of North Carolina.
- **12. WINNER LIST:** For a winner list (available after 3/25/18), send a self-addressed stamped (#10) envelope to Sprite Basketball Giveaway Winner List, Harris Teeter, LLC., P.O. Box 10100, Matthews, NC 28106.
- **13. NOTICE**: Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Sweepstakes in violation of these Official Rules and/or criminal and/or civil law.

POS ABBREVIATED RULES

NO PURCHASE NECESSARY. OPEN ONLY TO LEGAL RESIDENTS OF NC & SC 18 OR OLDER. VOID WHERE PROHIBITED. Sweepstakes ends 2/27/18. For Official Rules, alternative free mail-in entry instructions, entry periods and complete details, visit https://www.harristeeter.com/current-sweepstakes or ask your store manager. Participants will receive 1 entry per VIC card checkout transaction or qualifying mail-in entry up to max of 7 entries per day. Drawing date: on or about 3/10/18. Sponsor: CCBCC Operations, LLC, 4100 Coca-Cola Plaza, Charlotte, NC 28211.